

**NATURAL GAS SALES AGREEMENT****#8426 FP**

Name: City of Manchester, NH  
Address: 227 Maple Street  
Manchester, NH 03103

**GLOBAL MONTELLO GROUP CORP.**  
235 Promenade St., Suite 445  
Providence, RI 02908

Contact: Mindy Salomone-Abood  
Phone: 603-624-6444  
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Marketer: Roland LaPierre  
Phone: 603-926-0603  
Fax: 603-926-0620

Facility Address	LDC	LDC Account No.	Meter No.
See Attached List	Nat Grid Enorth	See attached	See attached

Term: July 1, 2010 through June 30, 2011 Delivery Point: Nat Grid Enorth Citygate

Supply/Purchase Commitment: Firm: Full Facility Requirements

Price: Fixed Price: \$7.492 per MMBtu (Dth) for Monthly Contract Volumes.

Actual cost of volumetric variation greater than or less than daily ratable Monthly Contract Volumes, will be priced at market.

Monthly Contract Volumes: MMBtu (Dth)

Jan: 34637	April: 11410	July: 628	Oct: 7969	TOTAL <u>150,093</u>
Feb: 25604	May: 3260	Aug: 648	Nov: 12234	
Mar: 24698	June: 1050	Sept: 2428	Dec: 25527	

Payment terms: Net due 20 days after invoice date.  
Interest to accrue at 18% annually / compounded daily.

Invoice Address	Payment Address
various	<b>GLOBAL MONTELLO GROUP CORP.</b>
	<u>53 Technology Way, Suite 2W12</u>
	<u>Nashua, NH 03060</u>

THIS SALE/PURCHASE IS SUBJECT TO: 1) THE TERMS & CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF, and 2) SELLER'S APPROVAL OF BUYER'S CREDIT.

I acknowledge that this represents the agreement reached between the Buyer and Seller.

Buyer's Legal Company Name

GLOBAL MONTELLO GROUP CORP.

Authorized Agent

Perry F. Bernstein  
Authorized Agent

Timothy J. Clougherty  
Deputy Public Works Director

Director, Natural Gas, Electricity Marketing

Title

Title

Signature

Date

Signature

Date

Zeller J. Clougherty 5/27/10

Perry F. Bernstein 4/5/10

## TERMS & CONDITIONS

Eff: 02.24.10

1. **SUBJECT MATTER AND QUANTITY:** Subject to the terms and conditions herein, Seller agrees to sell and deliver, and Buyer agrees to purchase and receive from Seller, Buyer's Full Facility Requirements of Natural Gas. The price set forth on the face of this Agreement applies only to those Monthly Contract Volumes set forth on the face hereof on a daily/ratable basis. Monthly Contract Volumes shown are based on historical usage data provided by the buyer, utility or best estimate by Buyer of anticipated usage and Seller assumes no responsibility or liability for its accuracy. Seller shall utilize its "best efforts" to contract for gas in accordance with Buyer's anticipated actual monthly/daily usage. However, in any month, if Buyer's actual daily usage exceeds or is less than the daily/ratable Contract Volume for that month, Seller shall price the excess or deficit usage at a daily market price instead of the Contract Price. Where Seller prices excess or deficit volumes at a daily market price, Seller will utilize as an objective pricing reference, an industry published Index rate for the delivering pipeline city-gate, plus 5 cents for excess volumes or minus 5 cents for deficit volumes. The actual cost for any such excess or deficit volumes will be credited or debited on a monthly average as applicable. NYMEX trigger rights, if applicable, will apply to full Monthly Contract Volumes only.
2. **TERM:** Subject to LDC approval and/or confirmation of enrollment, this Agreement shall be in effect for the primary term set forth on the face hereof, and shall continue in effect thereafter for successive month-to-month periods, at an industry published Index rate plus ten (10) percent, plus any mandatory capacity charges, if applicable, unless terminated by either party by giving not less than thirty (30) days prior written notice to the other prior to the end of the primary term, or at the end of any renewal period. This Agreement will supersede and replace any and all prior agreements between Buyer and Seller serving the facilities covered herein.
3. **TITLE & TRANSPORTATION:** Title to gas sold hereunder shall pass to Buyer at the Delivery Point(s) set forth on the face hereof. Seller shall nominate and pay for transportation of contracted gas to the Delivery Point identified on the face hereof. Buyer shall arrange and pay for and/or reimburse Seller for, any LDC related charges, e.g. transportation retention volumes, commodity costs and all transportation and balancing costs, arising at or after the Delivery Point. Buyer is responsible for communicating to Seller all changes in anticipated usage from those daily contract quantities set on the face hereof by 8:30 am EST on the business day prior to gas flow in order for Seller to acquire necessary transportation capacity and to make the appropriate nomination changes with transporting pipelines and/or local distribution companies in a timely manner. Buyer shall be responsible for and shall reimburse Seller for all pooling penalties, "cash-out" costs, and all other related transportation penalties, balancing fees, or any other charges imposed on Seller as a result of Buyer's receipt of quantities of natural gas greater or less than the daily contract quantity. Buyer hereby agrees that Seller shall not be liable whatsoever to the Buyer for any such penalties and/or charges. Without limiting the other provisions of this Agreement, Buyer acknowledges that Seller is not assuming, and shall not bear any responsibility for, any obligations (including any imbalance fees, which may arise) of Buyer under the LDC transportation Agreement.
4. **BILLINGS, PAYMENT AND CREDIT:** Seller shall deliver to Buyer an Invoice for Buyer's actual gas usage for the month as measured at the Delivery Point for transportation charges incurred to deliver the gas, and for any other amounts due from Buyer to Seller hereunder. In the event of any dispute concerning Buyer's actual gas usage, the LDC shall be the final arbitrator. If the actual quantity delivered is not available, the Invoice will be prepared based upon estimates. Seller shall make appropriate adjustments to reflect actual quantity delivered on the following month's Invoice, or as soon thereafter as actual delivery information is available. Buyer shall pay Seller based upon the Invoice, in accordance with the instructions on the Invoice, by the Payment Due Date. The Payment due Date shall be the number of days stated on the first page of this contract day after the date of the Invoice. If Buyer fails to pay the entire amount of the Invoice when due, Seller may, at Seller's option, suspend deliveries of gas, and/or charge interest on the unpaid portion at a rate equal to the lesser of a) one and one-half of one percent (1.5%) per month, or b) the highest rate allowed by law from the date such payment is due until the same is paid. Buyer further agrees to indemnify and save Seller harmless against all costs and expenses, including reasonable attorney's fees, incurred in the collection of any amounts past due. Each sale made hereunder is subject to appropriate review and approval by Seller's Credit Department. If during the term hereof, Seller, in its sole good faith opinion, determines that there has been a material change in Buyer's credit status or financial condition, or if Buyer exceeds its credit limit with Seller, Seller may require Buyer to secure payment prior to delivery in a form and manner acceptable to Seller.
5. **TAXES:** Contract price does not include, and Buyer hereby agrees to be responsible for, any applicable taxes with respect to the sale of gas hereunder arising on, at, or after the Delivery Point, including, but not limited to, any State or local gas revenue, utility, energy, gross receipts, sales or use taxes imposed at any time during and/or after the term of this Agreement. All sales, excise, and other taxes which are imposed with respect to the sale of natural gas to Buyer or which are incurred after the Delivery Point will be billed separately to Buyer. If Buyer is exempt from any such taxes, Buyer is responsible for identifying and filing appropriate exempt documentation with Seller. Any new taxes enacted after the date of execution of this Agreement, or modifications to existing taxes will be the Buyer's responsibility regardless of where such new taxes or modifications are assessed. Buyer shall reimburse Seller in the event Seller is required to remit any tax upon any transaction or occurrence arising under the terms of this Agreement. Said taxes shall remain the responsibility of the Buyer beyond the term of this Agreement.
6. **LIMITATIONS OF LIABILITIES:** Except as specifically provided to the contrary herein, inability or failure of either party to perform pursuant to this Agreement will not be the basis of claims for damages sustained by either party or for breach of contract when due to force majeure (being any causes or contingencies reasonably beyond the control of the party claiming force majeure that could not have been prevented by the exercise of due diligence by such party). The party suffering the event of force majeure shall give notice of such event of force majeure in reasonably full particulars to the other party as soon as reasonably possible. The performance obligation(s) of the party declaring force majeure shall be suspended upon the delivery of written notice of the force majeure event to the other party. Any such event of force majeure shall be remedied with reasonable dispatch. The liability of a party breaching the provisions of this Agreement shall be limited to the direct cost of replacement or disposal of the volumes of natural gas that are not delivered or taken only. Such direct actual damages shall be the sole and exclusive remedy hereunder and all other remedies or damages at law or in equity are waived. Neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, in tort, contract, under any indemnity provision or otherwise. Seller and Buyer agree to indemnify the other, from and against any and all liabilities, losses, costs, damages, and expenses of any nature including reasonable attorney's fees, amounts paid to settle disputes, pay judgments, fines, or other penalties incurred by Seller or Buyer in connection with this Agreement.
7. **ASSIGNMENT:** This Agreement may not be assigned by Buyer without the prior written consent of the Seller, which consent shall not be unreasonably withheld. This Agreement shall inure to and be binding upon the parties hereto and upon their respective successors, heirs, and assigns.
8. **APPLICABLE LAW AND REGULATIONS:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
9. **DISPUTES:** Any disputes, other than a dispute as to usage per Section 4 above, shall be resolved between the parties as follows: Either party may initiate arbitration, to be held in Boston, Massachusetts, upon thirty (30) days written notice to the other party. Such arbitration shall be held before a single arbitrator or, if the parties are unable to agree within fifteen (15) days from the date of said notice upon a single arbitrator, then each of the parties shall select an arbitrator, the two (2) of whom shall designate a third arbitrator to conduct the proceeding. The parties shall also agree upon a set of rules for the conduct of the arbitration, but in the event they are unable to do so prior to the expiration of the thirty (30) day notice period, the arbitration shall be conducted in accordance with the Rules of Commercial Arbitration of the American Arbitration Association ("AAA"). The arbitrator shall render a written decision within fifteen (15) days following the conclusion of testimony and examinations and such decision shall be final, conclusive and binding on the parties. Judgment upon the award by the arbitrator may be entered in any court having jurisdiction.
10. **CHANGE IN LAW AND/OR REGULATION:** If a new Law and/or Regulation shall be enacted, or there shall occur any revisions in, implementation of, or amendments to, any existing Law and/or Regulation that results in increased costs and/or expenses to Seller that would not have occurred but for such enactment or change in Law and/or Regulation, and such enactment or change in Law and/or Regulation affects any transactions then in effect, Seller shall have the right to pass on such increased costs and/or expenses to Buyer. For purposes of this provision Law and/or Regulation shall mean any law, rule, regulation, ordinance, statute, judicial decision, administrative order, LDC operating guideline or protocol, customer capacity allocation, Receipt or Delivery Point restriction, limitation or re-allocation, Utility/Distribution Company tariff, rule of the public utility commission, public service commission or similar state commission or agency having jurisdiction over Utilities and the natural gas distribution system of the state or Commonwealth in which the account(s) are located.
11. **ENTIRE AGREEMENT:** This Agreement, including the front page, Transaction Confirmation(s) and any other exhibits, constitutes the entire Agreement between the parties and there are no other representations, warranties, understandings or other agreements except as set forth herein. There will be no modification of this Agreement except by written consent of all parties.
12. **CONFIDENTIALITY:** The terms and conditions and pricing contained in this Agreement are CONFIDENTIAL between the parties hereto.

	ServiceAddress	ServiceCity	Account	dtLastRead	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
Green Acres McLaughlin Weston	100 AURORE AVE 280 SO MAMMOTH RD 1086 HANOVER ST	MANCHESTER MANCHESTER MANCHESTER	5861410140 5866835770 5866836880	11/11/2009 11/11/2009 11/11/2009	8568 14030 6578	6041 10574 4464	3941 8122 2264	1878 4661 1114	497 1597 356	36 314 23	2 134 0	0 160 0	415 1388 352	1678 4842 1225	4118 7732 2340	7238 12040 4661	
	Fire	280 E Industrial Dr	Manchester	5868411061	11/11/2009	2582	1824	1329	757	451	291	231	236	318	648	1292	2281
	Parks	777 BRIDGE ST	MANCHESTER	5863813180	11/15/2009	2963	2462	1897	861	263	72	33	29	148	773	1590	2625
School School	2519 ELM ST 2519 ELM ST	MANCHESTER MANCHESTER	5863813280 5863813290	11/15/2009 11/15/2009	4204 4612	3158 3121	2046 2363	939 1252	184 419	15 51	8 0	6 0	248 301	876 1073	1771 1078	3264 2357	
Senior	151 DOUGLAS ST	MANCHESTER	5861811080	11/17/2009	2139	1580	1524	1059	662	438	248	175	419	811	1415	2106	
Parks	44 ELECTRIC ST	MANCHESTER	5863813870	11/17/2009	4356	4284	5216	3517	97	153	691	1453	1979	2360	3413	3657	
School W. High Gosler Nth West	75 PARKSIDE AVE 9 NOTRE DAME AVE 99 SULLIVAN ST 300 YOUVILLE ST	MANCHESTER MANCHESTER MANCHESTER MANCHESTER	5863813930 5863813960 5864616830 5867621540	11/17/2009 11/17/2009 11/17/2009 11/17/2009	17852 25847 5943 5008	12130 18512 4039 3554	6828 15507 1885 2848	3814 9782 514 1480	1087 3987 238 254	302 1068 208 0	185 600 185 4	173 325 155 5	1305 3165 444 8	3111 8650 1082 512	6177 13019 2069 2371	13078 22481 4407 3998	
	223 JAS A POLLOCK DR	MANCHESTER	5869010320	11/23/2009	6918	4258	2600	1284	261	7	0	1	297	1399	2638	5183	
	Airport Airport	400 KELLY AVE 400 KELLY AVE	LONDONDERRY LONDONDERRY	5891616000 5891616030	11/30/2009 11/30/2009	6358 3224	4847 1809	4151 1611	2255 565	1699 142	1105 0	954 0	753 0	1419 61	1878 606	4400 1280	6075 2174
Hillside Smyth	112 RESERVOIR AVE 245 BRUCE RD	MANCHESTER MANCHESTER	5861413180 5867018000	12/3/2009 12/3/2009	22591 5939	13372 4519	9075 2626	4199 1554	1207 673	270 308	114 193	93 166	721 382	4128 1240	4669 1537	13529 3788	
908 Elm Annex	ELM ST 27 MARKET ST	MANCHESTER MANCHESTER	5862432770 5863922870	12/3/2009 12/3/2009	2917 2556	2004 2241	1592 1777	997 1034	568 564	208 144	87 81	100 123	340 399	849 898	1128 1135	2807 2878	
Health	1528 Elm St	Manchester	5862623981	12/3/2009	3861	3102	2617	2441	1834	1506	832	997	1543	2049	2877	3878	
Fire	679 Somerville St	Manchester	5863812160	12/5/2009	2943	2423	1847	1047	553	309	175	152	510	1066	1232	2842	
Memorial Hallsville MST Jewett Schlaide	0 SO PORTER ST 275 JEWETT ST 530 SO PORTER ST 130 SO JEWETT ST 222 SO JEWETT ST	MANCHESTER MANCHESTER MANCHESTER MANCHESTER MANCHESTER	5863812240 5865625670 5866013400 5868419820 5866422400	12/5/2009 12/5/2009 12/5/2009 12/5/2009 12/5/2009	26401 4233 14717 6009 20783	18067 2629 11113 3568 14080	12970 1292 9287 2543 8177	8028 169 5243 1370 4564	2556 1 2231 442 1412	257 0 561 156 346	33 0 136 112 177	7 1 133 78 146	1236 96 684 248 650	6309 828 2959 1133 3996	7482 1033 4526 1565 4643	18658 2779 11916 4435 14264	
JFK	303 BEECH ST	MANCHESTER	5863812130	12/7/2009	4111	3290	2256	716	292	278	255	362	1579	2587	2761	3839	
Police	361 CHESTNUT ST	MANCHESTER	5863812730	12/7/2009	3693	2819	2070	1016	287	142	131	117	125	430	870	2827	
Library	405 PINE ST	MANCHESTER	5863812790	12/7/2009	3705	3595	2950	1663	670	214	53	22	10	9	923	3437	

	ServiceAddress	ServiceCity	Account	dlLastRead	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Beech School Central McDon Wilson	333 BEECH ST	MANCHESTER	5862434180	12/7/2009	13311	9798	6679	3301	1225	419	193	167	756	2867	3564	10509
	207 LOWELL ST	MANCHESTER	5863228301	12/7/2009	21795	27351	90030	31320	3182	291	24	7	1512	9936	14230	14818
	550 LOWELL ST	MANCHESTER	5863813060	12/7/2009	9780	8214	4176	2044	487	36	0	10	283	1465	2139	5967
	401 WILSON ST	MANCHESTER	5864019880	12/7/2009	3187	2275	1518	740	192	16	2	0	94	636	915	2510
Fire	100 Merrimack St	Manchester	5863812760	12/7/2009	5761	4368	3353	1675	912	691	390	208	260	1171	1808	5105
Airport	1 AIRPORT RD	LONDONDERRY	5861413600	12/9/2009	3176	2458	1662	704	204	64	20	37	128	433	1128	2160
	1 AIRPORT RD	MANCHESTER	5866218490	12/9/2009	17898	12176	2656	0	75	30	0	0	0	0	0	6877
School	2021 GOFFS FALLS RD	MANCHESTER	5861410130	12/9/2009	8384	5010	2758	1163	278	30	0	80	280	1054	1885	4912
	20 ELM ST	MANCHESTER	5863822010	12/9/2009	6320	4653	2295	890	232	17	0	0	169	843	1225	3512
MTA	110 ELM ST.	MANCHESTER	5863814650	12/9/2009	8078	5534	3650	1203	163	7	0	1	21	395	1146	6264
	281 Lincoln St	Manchester	5865625060	2/3/2010	2946	2722	2156	1090	163	118	1	0	2	883	1423	3145